

**LO & LO LLP**

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YAO LIN

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SAN FERNANDO VALLEY DIVISION

In re

YAO LIN,

Debtor.

BEIJING SOUFUN SCIENCE AND  
TECHNOLOGY DEVELOPMENT CO.,  
LTD.,

Plaintiff,

v.

YAO LIN,

Defendant.

Case No. 1:23-bk-10733-MB

Adv. No. 1:23-ap-01036-MB

Chapter 7

Hon. Martin R. Barash

**DEFENDANT YAO LIN'S ANSWER TO  
COMPLAINT**

Status Conference

Date: November 21, 2023

Time: 1:30 p.m.

Place: 21041 Burbank Blvd, Crtrm 303  
Woodland Hills, CA 91367

1 Defendant Yao Lin (“Defendant”) hereby answers the Complaint of plaintiff Beijing  
2 SouFun Science and Technology Development Co., Ltd. (“Plaintiff”) as follows:

3 As a preliminary matter, Defendant does not consent to entry of final orders or judgment  
4 by the bankruptcy court pursuant to Rule 7012(b) of the Federal Rules of Bankruptcy Procedure.

5 1. Answering paragraph 1 of the Complaint, this paragraph does not contain any  
6 allegations for which a response is required. To the extent a response is required, Defendant  
7 denies all allegations therein.

8 2. Answering paragraph 2, Defendant lacks sufficient knowledge or information to  
9 form a belief as to the truth of the allegations in said paragraph and therefore denies all  
10 allegations therein.

11 3. Answering paragraph 3, Defendant admits he is the debtor in this chapter 7  
12 bankruptcy case, is an individual residing in Los Angeles County, and is only a 10% beneficiary  
13 and one of two successor trustees to the Shinewoods Trust. Any remaining allegations in this  
14 paragraph are denied.

15 4. Answering paragraph 4, this paragraph contains legal conclusions to which a  
16 response is not required. To the extent a response is required, Defendant denies all allegations  
17 therein.

18 5. Answering paragraph 5, this paragraph contains legal conclusions to which a  
19 response is not required. To the extent a response is required, Defendant denies all allegations  
20 therein.

21 6. Answering paragraph 6, this paragraph contains legal conclusions to which a  
22 response is not required. To the extent a response is required, Defendant denies all allegations  
23 therein.

24 7. Answering paragraph 7, this paragraph contains legal conclusions to which a  
25 response is not required. To the extent a response is required, Defendant denies all allegations  
26 therein.

27 8. Answering paragraph 8, Defendant admits the allegations therein.  
28

1           9.       Answering paragraph 9, this paragraph contains legal conclusions to which a  
2 response is not required. To the extent a response is required, Defendant lacks sufficient  
3 knowledge or information to form a belief as to the truth of the allegations in said paragraph and  
4 therefore denies all allegations therein.

5           10.      Answering paragraph 10, Defendant admits the Guarantee Contract was  
6 purportedly entered into. The remainder of the paragraph contains legal conclusions to which a  
7 response is not required. To the extent a response is required, Defendant lacks sufficient  
8 knowledge or information to form a belief as to the truth of the remaining allegations and  
9 therefore denies them.

10          11.      Answering paragraph 11, this paragraph contains legal conclusions to which a  
11 response is not required. To the extent a response is required, Defendant lacks sufficient  
12 knowledge or information to form a belief as to the truth of the remaining allegations and  
13 therefore denies them.

14          12.      Answering paragraph 12, this paragraph contains legal conclusions to which a  
15 response is not required. To the extent a response is required, Defendant lacks sufficient  
16 knowledge or information to form a belief as to the truth of the remaining allegations and  
17 therefore denies them.

18          13.      Answering paragraph 13, this paragraph contains legal conclusions to which a  
19 response is not required. To the extent a response is required, Defendant lacks sufficient  
20 knowledge or information to form a belief as to the truth of the remaining allegations and  
21 therefore denies them.

22          14.      Answering subheading B and paragraph 14, Defendant denies the allegation of  
23 fraudulent transfer, denies that any transfer was of substantially all of Defendant's assets, and  
24 denies that Jia Chen transferred Defendant's assets to a revocable living trust. Defendant lacks  
25 sufficient knowledge or information to form a belief as to the truth of the remaining allegations  
26 in said paragraph and therefore denies them.

27          15.      Answering paragraph 15, this paragraph contains a legal conclusion as to "all  
28 relevant times" and therefore no response required. To the extent a response is required,

Defendant admits that he was divorced from Jia Chen from approximately September 2019 through December 2019 but remarried Jia Chen in approximately December 2019. Defendant admits that at the July 10, 2023 he recalls testifying he is only a 10% beneficiary and one of two successor trustees to the Shinewoods Trust. Any remaining allegations in this paragraph are denied for lack of information and belief.

16. Answering paragraph 16, Defendant admits that real property was transferred to Jia Chen part of the divorce settlement. Defendant denies any allegation of fraudulent transfer.

17. Answering paragraph 17, Defendant denies the allegations therein.

18. Answering paragraph 18, Defendant denies the allegations therein.

19. Answering paragraph 19, this paragraph contains legal conclusions to which a response is not required. To the extent a response is required, Defendant denies the allegations in said paragraph.

20. Answering paragraph 20, Defendant denies the allegations therein.

21. Answering paragraph 21, Defendant denies the allegations therein.

22. Answering paragraph 22, Defendant denies the allegations therein.

23. Answering paragraph 23, Defendant denies the allegations therein.

24. Answering paragraph 24, Defendant denies the allegations therein.

25. Answering paragraph 25, Defendant denies the allegations therein.

26. Answering paragraph 26, Defendant denies the allegations therein.

27. Answering paragraph 27, Defendant denies the allegations therein.

28. Answering subheading C and paragraph 28, Defendant denies the allegation that the subject transfers were fraudulent.

29. Answering paragraph 29, Defendant denies any allegation that the subject transfers were fraudulent. The remainder of the paragraph is a legal conclusion and therefore no response is required.

30. Answering subsection D and paragraph 30, Defendant denies the allegations therein.

31. Answering paragraph 31, Defendant denies the allegations therein.

1 32. Answering paragraph 32, Defendant denies the allegations therein.  
2 33. Answering paragraph 33, Defendant denies the allegations therein.  
3 34. Answering paragraph 34, Defendant denies the allegations therein.  
4 35. Answering paragraph 35, Defendant denies the allegations therein.  
5 36. Answering paragraph 36, Defendant denies the allegations therein.  
6 37. Answering paragraph 37, Defendant denies the allegations therein.  
7 38. Answering subsection E and paragraph 38, Defendant denies the allegations to the  
8 extent they assume Defendant was required to disclose or should have disclosed said alleged  
9 information.

10 39. Answering paragraph 39, Defendant admits the allegations only to the extent he  
11 recalls he might have testified he had an East West Bank account at some time.

12 40. Answering paragraph 40, Defendant denies the allegations therein.

13 **ANSWER TO FIRST CLAIM FOR RELIEF**

14 41. Answering paragraph 41, Defendant reiterates and incorporates by reference its  
15 responses to paragraphs 1 through 40 as set forth above.

16 42. Answering paragraph 42, Defendant denies the allegations therein.

17 43. Answering paragraph 43, Defendant denies the allegations therein.

18 44. Answering paragraph 44, Defendant denies the allegations therein.

19 45. Answering paragraph 45, Defendant denies the allegations therein. This  
20 paragraph is also a legal conclusion to which no response is required.

21 **ANSWER TO SECOND CLAIM FOR RELIEF**

22 46. Answering paragraph 46, Defendant reiterates and incorporates by reference its  
23 responses to paragraphs 1 through 45 as set forth above.

24 47. Answering paragraph 47, Defendant denies the allegations therein.

25 48. Answering paragraph 48, Defendant denies the allegations therein.

26 49. Answering paragraph 49, Defendant denies the allegations therein. This  
27 paragraph is also a legal conclusion to which no response is required.  
28

**ANSWER TO THIRD CLAIM FOR RELIEF**

50. Answering paragraph 50, Defendant reiterates and incorporates by reference its responses to paragraphs 1 through 49 as set forth above.

51. Answering paragraph 51, Defendant denies the allegations therein.

52. Answering paragraph 52, Defendant denies the allegations therein. This paragraph is also a legal conclusion to which no response is required.

**ANSWER TO FOURTH CLAIM FOR RELIEF**

53. Answering paragraph 53, Defendant reiterates and incorporates by reference its responses to paragraphs 1 through 52 as set forth above.

54. Answering paragraph 54, Defendant denies the allegations therein.

55. Answering paragraph 55, Defendant denies the allegations therein.

56. Answering paragraph 56, Defendant denies the allegations therein. This paragraph is also a legal conclusion to which no response is required.

**ANSWER TO FIFTH CLAIM FOR RELIEF**

57. Answering paragraph 57, Defendant reiterates and incorporates by reference its responses to paragraphs 1 through 56 as set forth above.

58. Answering paragraph 58, Defendant denies the allegations therein.

59. Answering paragraph 59, Defendant denies the allegations therein. This paragraph is also a legal conclusion to which no response is required.

**ANSWER TO PRAYER FOR RELIEF**

Answering paragraphs A, B, C, and D, of the Prayer for Relief, these paragraph do not contain any allegations for which a response is required. To the extent a response is required, Defendant denies all allegations in said paragraphs.

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Cause of Action)**

Plaintiff's causes of action, or claims for relief, including without limitation Plaintiff's claims to declare certain debts nondischargeable under 11 U.S.C. Section 523(a) and to deny

Defendant's discharge under 11 U.S.C. Section 727(a), and each of them, fail to state facts sufficient to constitute a claim for relief against Defendant.

**SECOND AFFIRMATIVE DEFENSE**

**(Statutes of Limitation)**

Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitation, including without limitation California Code of Civil Procedure sections 3439.09 and 338, and 11 U.S.C. §§544 and 548.

**THIRD AFFIRMATIVE DEFENSE**

**(Good Faith Transferee)**

Plaintiff's claims are barred, in whole or in part, because this Defendant acted in good faith and gave reasonably equivalent value, or better than equivalent value, in exchange for the subject transfers.

**FOURTH AFFIRMATIVE DEFENSE**

**(Unenforceability of Underlying Debt)**

Plaintiff's claims are barred, in whole or in part, because Plaintiff has not first established an enforceable claim under state law.

**FIFTH AFFIRMATIVE DEFENSE**

**(Standing)**

Plaintiff's claims are barred, in whole or in part, because Plaintiff lacks standing.

**SIXTH AFFIRMATIVE DEFENSE**

**(Laches)**

Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of laches.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of estoppel.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Waiver)**

Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of waiver.

**NINTH AFFIRMATIVE DEFENSE**

**(Acquiescence)**

Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of acquiescence.

**TENTH AFFIRMATIVE DEFENSE**

**(Further Defenses)**

Defendant will rely upon such other and further defenses as appear from discovery and the evidence.


**PRAYER FOR RELIEF**

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff take nothing by way of its Complaint;
2. That the Court enter judgment for Defendant;
3. For costs incurred in defense of this action;
4. For such other and further relief as the Court deems proper.

Dated: October 12, 2023

LO & LO LLP

By:   
Kelvin J. Lo  
Attorneys for Defendant  
YAO LIN



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

506 North Garfield Avenue, Suite 280, Alhambra, CA 91801

A true and correct copy of the foregoing document entitled (*specify*): **DEFENDANT YAO LIN'S ANSWER TO COMPLAINT** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **October 12, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Amy L Goldman (TR)  
United States Trustee (SV)  
Marc F Feinstein  
Karen Rinehart  
Stephen H Warren  
Jordan A. Weber

marisol.jaramillo@lewisbrisbois.com  
ustpreion16.wh.ecf@usdoj.gov  
mfeinstein@omm.com  
krinehart@omm.com  
swarren@omm.com  
jweber@omm.com

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*), I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 12, 2023

*Date*

Kelvin J. Lo

*Printed Name*

/s/ Kelvin J. Lo

*Signature*